

Fill in this information to identify the case:

Debtor 1 James William Gausman

Debtor 2 Kathleen Jo Gausman
aka Kathleen Jo Klatke Gausman

(Spouse, if filing)

United States Bankruptcy Court for the District of MINNESOTA

Case number 17-42234

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: U.S. BANK NATIONAL ASSOCIATION, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE FOR BLUEWATER INVESTMENT TRUST 2017-1

Court claim no. (if known): 4-1

Last 4 digits of any number you use to identify the debtor's account: 9650

Date of payment change: 8/1/2020
Must be at least 21 days after date of this notice

New total payment: \$2,178.65
Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☐ No.

☒ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:

Current escrow payment: \$535.34

New escrow payment: \$740.23

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☒ No

☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why:

Current interest rate:

New interest rate:

Current principal and interest payment:

New principal and interest payment:

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes. Attach a copy of any document describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment

New mortgage payment:

Debtor 1 James William Gausman

Print Name

Middle Name

Last Name

Case number (if known) 17-42234

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor

☒ I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

X /s/ Erin Elam Date 07/01/2020
Signature

Print Erin Elam
First Name Middle Name Last Name

Title Authorized Agent for Creditor

Company Robertson, Anschutz, Schneid & Crane LLC

Address 10700 Abbott's Bridge Road, Suite 170
Number Street

Duluth GA 30097
City

State

ZIP Code

Contact Phone 470-321-7112

Email eelam@rascrane.com

I HEREBY CERTIFY that on July 2, 2020,

I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, and a true and correct copy has been served via CM/ECF or United States Mail to the following parties:

Michael G. Davey
Full Circle Law
2233 University Ave W
Suite 150
St Paul, MN 55114

James William Gausman
3353 Chowen Avenue North
Robbinsdale, Mn 55422

Kathleen Jo Gausman
3353 Chowen Avenue North
Robbinsdale, Mn 55422

Gregory A Burrell
100 South Fifth Street
Suite 480
Minneapolis, MN 55402

US Trustee
1015 US Courthouse
300 S 4th St
Minneapolis, MN 55415

Robertson, Anschutz, Schneid & Crane LLC
Authorized Agent for Secured Creditor
10700 Abbott's Bridge Road, Suite 170
Duluth, GA 30097
Telephone: 470-321-7112
Facsimile: 404-393-1425

By: /s/Nora Stone
Nora Stone
Email: nostone@rascrane.com

June 23, 2020

9990 Richmond Avenue
Suite 400 South
Houston, TX 77042
Telephone (877) 768-3759
Fax (866) 926-5498
www.selenefinance.com

Hours of Operation (CT)
Monday - Thursday: 8 a.m. - 9 p.m.
Friday: 8 a.m. - 5 p.m.

[REDACTED]

KATHY GAUSMAN
JAMES W GAUSMAN
3353 CHOWEN AVE N
MINNEAPOLIS MN 55422-2920

Re: Account Number: [REDACTED]

Mortgagor(s): KATHY GAUSMAN
JAMES W GAUSMAN

Property Address: 3353 CHOWEN AVE N
MINNEAPOLIS MN 55422

Dear Mortgagor(s):

Our records indicate the above referenced mortgagor(s) is/are either in bankruptcy or has/have received a discharge in bankruptcy. If the mortgagor(s) has/have received a discharge in bankruptcy, Selene fully acknowledges that the mortgagor(s) has/have no personal liability for the debt. THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY.

Selene Finance LP is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Please note that if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally.

For Servicemembers and their Dependents: The Federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including, under most circumstances, a prohibition on foreclosure during and twelve months after the servicemember’s active duty service. Selene will not foreclose on the property of a servicemember or his or her dependent during that time, except pursuant to a court order. You also may be entitled to other protections under these laws, including interest rate and fee relief. Please contact us to learn more about your rights.

LOAN NUMBER: [REDACTED]
DATE: June 23, 2020

KATHY GAUSMAN
JAMES W GAUSMAN
3353 CHOWEN AVE N
MINNEAPOLIS MN 55422-2920

	Previous Payment	New Payment Effective 08/01/20
PRINCIPAL AND INTEREST	\$1,438.42	\$1,438.42
ESCROW	\$490.97	\$615.44
SHORTAGE SPREAD	\$44.37	\$124.79
TOTAL PAYMENT	\$1,973.76	\$2,178.65
CURRENT ESCROW BALANCE	-\$3,226.27	

CUSTOMER SERVICE 877-735-3637

COMING YEAR ESCROW PROJECTION

The purpose of the Coming Year Escrow Projection is to determine the lowest balance "Low Point" to which your escrow account will decline over the upcoming year. The purpose of the Low Balance Summary is to compare the projected and allowable low point amounts. If the projected low point is greater than the allowable low point (*), there is a surplus. If the surplus is \$50.00 or greater, it will be automatically refunded to you. If the surplus is less than \$50.00, we have lowered your payment accordingly. If the projected low point is less than the allowable low point(*), there is a shortage and/or deficiency which will be recovered by an adjustment to your monthly payment over a specified number of months. The adjustment amount(s) appears in the Low Balance Summary and New Payment Information.

ANTICIPATED ESCROW DISBURSEMENT		PAYMENTS TO ESCROW	DESCRIPTION	PAYMENTS FROM ESCROW	CUR BAL PROJECTION	REQ BAL PROJECTION
HOMEOWNERS INS	1,120.68		BEGINNING BALANCE		963.06	2,460.59
COUNTY TAXES	3,468.75	08/20 615.44	HOMEOWNERS INS	-93.39	1,485.11	2,982.64
COUNTY TAXES	2,795.86	09/20 615.44	HOMEOWNERS INS	-93.39	2,007.16	3,504.69
		10/20 615.44	HOMEOWNERS INS	-93.39	2,529.21	4,026.74
		10/20 .00	COUNTY TAXES	-2,795.86	-266.65	1,230.88 *
		11/20 615.44	HOMEOWNERS INS	-93.39	255.40	1,752.93
		12/20 615.44	HOMEOWNERS INS	-93.39	777.45	2,274.98
		01/21 615.44	HOMEOWNERS INS	-93.39	1,299.50	2,797.03
TOTAL DISBURSEMENTS DIVIDED BY 12 MONTHS	7,385.29	02/21 615.44	HOMEOWNERS INS	-93.39	1,821.55	3,319.08
		03/21 615.44	HOMEOWNERS INS	-93.39	2,343.60	3,841.13
MONTHLY ESCROW DEPOSIT	615.44	04/21 615.44	HOMEOWNERS INS	-93.39	2,865.65	4,363.18
		05/21 615.44	HOMEOWNERS INS	-93.39	3,387.70	4,885.23
		05/21 .00	COUNTY TAXES	-3,468.75	-81.05	1,416.48
		06/21 615.44	HOMEOWNERS INS	-93.39	441.00	1,938.53
		07/21 615.44	HOMEOWNERS INS	-93.39	963.05	2,460.58
		TOTAL 7,385.28		-7,385.29		
LOW BALANCE SUMMARY						
PROJECTED LOW POINT	-266.65					
ALLOWABLE LOW POINT	1,230.88					
SHORTAGE	1,497.53					
ESCROW ADJUSTMENT FOR 12 MONTHS	124.79					
The cushion allowed by federal law (RESPA) is two times your monthly escrow payment (excluding MIP/PMI), unless state law specifies a lower amount.						

IMPORTANT MESSAGES

PLEASE DO NOT SEND CORRESPONDENCE WITH YOUR PAYMENT - ALWAYS WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK

PLEASE RETURN LOWER PORTION WITH YOUR PAYMENT AND KEEP THE TOP PORTION FOR YOUR RECORDS

INTERNET REPRINT

SELENE®
FINANCE

KATHY GAUSMAN
JAMES W GAUSMAN

SELENE FINANCE
PO BOX 421639
HOUSTON TX 77242-1639

ESCROW SHORTAGE REPLY

This is not a bill for the shortage amount. You are not required to pay this shortage in one payment. The total shortage amount is automatically divided by 12 and included in your monthly payment.

You can reduce your monthly payment by **\$124.79** per payment if you pay the total shortage in full immediately. Simply send your check for **\$1,497.53** along with this coupon.

LOAN NUMBER
[REDACTED]
SHORTAGE AMOUNT
\$1,497.53

2020

2020

- Premium changed
- Coverage changed
- Additional premium paid
- Insurance bill paid earlier OR later than expected
- Premium was not paid
- Premium refund received
- New insurance escrow requirement paid
- Lender placed insurance premium paid

Under Federal Law (RESPA) the lowest monthly balance in your escrow account should not exceed \$981.94 or 1/6th of the total anticipated annual disbursement from your escrow account, unless your mortgage documents or state law specifies a lower amount. When your escrow balance reaches its lowest point during the account cycle, that balance is targeted to be your cushion amount. Under the Mortgage Contract or State or Federal Law, the targeted low point in your escrow account is \$981.94 and the actual low point balance was -\$4,627.89; the amount is indicated with an arrow (<).

1. Selene, as servicer of your mortgage loan, is obligated to make all payments for taxes and insurance for which the escrow account is maintained and if any such payment is not timely, Selene will be responsible for making such payments including any penalties and interest and shall be liable for all damages to the mortgagor resulting from its failure to make timely payments;
2. In the event that a real property insurance premium notice is sent directly to you by the insurer, you have the obligation to promptly transmit such premium notice to Selene or our designated institution for payment. Failure to do so may jeopardize your insurance coverage and may excuse Selene from liability for failure to timely make such real property insurance payments.
3. You, as mortgagor, are obligated to pay one-twelfth of the annual taxes and insurance each month to Selene which will be deposited into a real property escrow account. However, when there is a deficiency or surplus in your escrow account, a greater or lesser amount may be required;
4. Selene will deposit the escrow payments into a banking institution whose deposits are insured by a federal agency; and
5. Selene cannot impose any fees related to the maintenance of the real property escrow account.

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